

Exhibit F

The Schwab Defined Contribution Plan Services Agreement

This agreement ("Agreement") is made by and between Advanta Corp., as Employer ("Employer"), sponsor of the Advanta Corp. Employee Savings Plan ("Plan"), and Schwab Retirement Plan Services, Inc. ("Schwab"), effective October 1, 2008.

Section I. Plan Investments

Employer authorizes the following investment choices ("Authorized Fund(s)");

	Fund Name	Fund Symbol	Fund Symbol	Fund Class	Target Date Retirement Plan
1.	Schwab Stable Value- Institutional	SSV4Z	SSV4Z	Stable Value	Y
2.	PIMCO Real Ret Inst	PRRIX	PRRIX	Inflation-Protected Bond	Y
3.	PIMCO Total Ret Instl	PTTRX	PTTRX	Intermediate-Term Bond	Y
4.	Dodge & Cox Balanced	DODBX	DODBX	Moderate Allocation	Y
5.	Dodge & Cox Stock	DODGX	DODGX	Large Value	Y
6.	Vanguard Inst Idx	VINIX	VINIX	Large Blend	Y
7.	American Funds Grth Fund R5	RGAFX	RGAFX	Large Growth	Y
8.	Columbia Mid Cap Value Z	NAMAX	NAMAX	Mid-Cap Value	Y
9.	Munder Mid-Cap Core Gr A	MGOAX	MGOAX	Mid-Cap Growth	Y
10.	Columbia SmCapVal II Z	NSVAX	NSVAX	Small Value	Y
11.	Royce Value Plus Svc	RYVPX	RYVPX	Small Growth	Y
12.	Vanguard Intl Gr Adm	VWILX	VWILX	Foreign Large Blend	Y
13.	T. Rowe Price Rtmt Inc.	TRRIX	TRRIX	Target-Date 2000-2014	Y
14.	T. Rowe Price Rtmt 2005	TRRFX	TRRFX	Target-Date 2000-2014	Y
15.	T. Rowe Price Rtmt 2010	TRRAX	TRRAX	Target-Date 2000-2014	Y
16.	T. Rowe Price Rtmt 2015	TRRGX	TRRGX	Target-Date 2015-2029	Y
17.	T. Rowe Price Rtmt 2020	TRRBX	TRRBX	Target-Date 2015-2029	Y
18.	T. Rowe Price Rtmt 2025	TRRHX	TRRHX	Target-Date 2015-2029	Y
19.	T. Rowe Price Rtmt 2030	TRRCX	TRRCX	Target-Date 2030+	Y
20.	T. Rowe Price Rtmt 2035	TRRJX	TRRJX	Target-Date 2030+	Y
21.	T. Rowe Price Rtmt 2040	TRRDY	TRRDY	Target-Date 2030+	Y
22.	T. Rowe Price Rtmt 2045	TRRKX	TRRKX	Target-Date 2030+	Y
23.	T. Rowe Price Ret 2050	TRRMX	TRRMX	Target-Date 2030+	Y
24.	T. Rowe Price Ret 2055	TRRNX	TRRNX	Target-Date 2030+	Y
25.	Advanta Class B Common Stock	ADVNB	-	Common Stock	N
26.	Advanta Class A Common Stock	ADVNA	-	Common Stock	N

Check box if Schwab Personal Choice Retirement Account® ("PCRA") is active.

Section I. Plan Investments, continued

Plan Investment Direction Authority

The Employer authorizes investment direction authority as follows (check applicable boxes):

- ☐ Each Participant exercises full and independent investment authority over his/her entire account balance for the above Authorized Funds. Should the Participant fail to exercise full and independent investment authority with respect to any contributions allocated to the Participant's account, the Employer or Plan Administrator authorizes the investment of the Participant's account in the following investment option(s):
- ☒ Each Participant exercises full and independent investment authority over his/her entire account balance for the above Authorized Funds. Should the Participant fail to exercise full and independent investment authority with respect to any contributions allocated to the Participant's account, the Employer or Plan Administrator authorizes the investment of the Participant's account in the following investment option(s):

Effective Date	Investment Option	Investment Option Code	Percentage
1/1/1988 and after	T. Rowe Price Retirement 2055	TRRNKX	100%
1/1/1983 -12/31/1987	T. Rowe Price Retirement 2050	TRRMKX	100%
1/1/1978-12/31/1982	T. Rowe Price Retirement 2045	TRRKX	100%
1/1/1973-12/31/1977	T. Rowe Price Retirement 2040	TRRDX	100%
1/1/1968-12/31/1972	T. Rowe Price Retirement 2035	TRRJX	100%
1/1/1963-12/31/1967	T. Rowe Price Retirement 2030	TRRCX	100%
1/1/1958-12/31/1962	T. Rowe Price Retirement 2025	TRRHX	100%
1/1/1953-12/31/1957	T. Rowe Price Retirement 2020	TRRBX	100%
1/1/1948-12/31/1952	T. Rowe Price Retirement 2015	TRRGX	100%
1/1/1943-12/31/1947	T. Rowe Price Retirement 2010	TRRAX	100%
1/1/1938-12/31/1942	T. Rowe Price Retirement 2005	TRRFKX	100%
Prior to 12/31/1937	T. Rowe Price Retirement Income	TRRIX	100%
Undetermined*	T. Rowe Price Retirement Income	TRRIX	100%

- ☐ The following accounts are not subject to Participant investment direction and shall be invested in accordance with the investment directions provided to Schwab by the Employer or Plan Administrator:
- ☒ The Employer hereby directs Schwab to invest any Plan assets that are not allocated to Participant accounts, including but not limited to forfeitures, suspense or any other unallocated account but excluding unallocated employer securities in a leveraged Employee Stock Ownership Plan, in the following fund. The Employer acknowledges that in the event the Plan permits employer securities as an Authorized Fund, the Plan's forfeiture account, in addition to the fund listed below, may hold shares of employer securities and a liquidity fund (as selected

by the Employer) for purposes of accounting for fractional shares of employer securities and other administrative functions necessary for the administration of the employer securities investment.

Section I. Plan Investments, continued

Fund Name	Fund Symbol	Allocation
Schwab Stable Value- Institutional	SSV4Z	100%

- ☐ The party named below is an Investment Manager ("IM") appointed by the Employer and shall have investment authority for the investment funds or Plan-level accounts described as follows:

Investment Manager	
Investment Manager Address	
Employer Identification Number	
Investment Manager's Phone	() -
Investment Manager's E-mail	
Investment Manager's Fax	() -

- ☐ Schwab will process IM fees no more frequently than quarterly. Schwab will charge a \$50 processing fee for each IM invoice processed. Such fees are to be charged to:
- ☐ Employer ☐ Specific Participant Account ☐ Trust Fund

Special Instructions:

Section II. Plan Conversion Services and Fees

Projected Estimated Fee for Plan Conversion Services

Waived

(The minimum conversion fee is \$2,500, and will depend upon the length of time and the specific services needed to complete conversion.)

Proposed final valuation date to be completed by prior recordkeeper:

09/30/2008

Proposed effective date to begin the Plan conversion:

10/01/2008

Note: Employer must, no later than 60 days prior to Plan conversion date, submit complete asset statements from present trustee that details all assets that are to be transferred to CSTC.

The Conversion Method that will be followed is the (check one box):

☐ Cash Conversion Method☒ Fund Mapping Conversion Method

If the Fund Mapping Conversion Method is selected, the Employer directs Schwab to invest transferred Plan assets in accordance with the following instructions:

Plan Name: Advanta Corp Employee Savings Plan		
Present Fund Choice	Equivalent Fund Choice	Symbol
T. Rowe Price Stable Value Pool B (see special instructions)	Schwab Stable Value- Institutional	SSV4Z
Managers Special Equity I	Royce Value Plus Svc	RYVPX
Western Asset Cr Bd Inst	PIMCO Total Ret Instl	PTTRX
JPMorgan Mid Cap Val A	Columbia Mid Cap Value Z	NAMAX
American Beacon SmCVI Pln	Columbia SmCapVal II Z	NSVAX
Goldman Sachs Gr Opp A	Munder Mid-Cap Core Gr A	MGOAX

Direct in-kind/journal transfer of present Plan assets

	Fund Name to be Transferred by Kind to Schwab	Symbol	Asset Class
1.	PIMCO Real Ret Inst	PRRIX	Inflation-Protected Bond
2.	Dodge & Cox Balanced	DODBX	Moderate Allocation
3.	Dodge & Cox Stock	DODGX	Large Value
4.	Vanguard Inst Idx	VINIX	Large Blend
5.	American Funds Grth Fund R5	RGAFX	Large Growth
6.	Vanguard Intl Gr Adm	VWILX	Foreign Large Blend
7.	Advanta Class B Common Stock	ADVNB	Common Stock
8.	Advanta Class A Common Stock	ADVNA	Common Stock

☒ Special instructions that relate to the transfer of the above funds to The Charles Schwab Trust Company are as follows: T. Rowe Price will be exercising the 12-month put option on the Stable Value fund, so it will not be coming over on 10/01/08. The fund will, however, be benefit responsive.

Section III. Plan Document Services

- ☒ The Employer will use The Charles Schwab Defined Contribution Prototype Plan, Trust and Custodial Agreement Document (identified as "Basic Plan Document 01") and its corresponding Adoption Agreement. Employer may not add, delete or modify the Basic Plan Document 01 in any way.
- ☐ The Employer will use a Schwab-produced draft of a Volume Submitter Plan and the Directed Employee Benefit Trust Agreement or Institutional Custody Account Terms & Conditions.
- ☐ The Employer will use a Non-Schwab-drafted Plan document. If this choice is selected, the Employer acknowledges that Schwab shall have no responsibility for preparing a Summary Plan Description, Summary Material Modifications, Plan-specific notices, Plan amendments or applying for IRS determination letter(s). The Employer will use the Schwab-produced Directed Employee Benefit Trust Agreement or Institutional Custody Account Terms & Conditions.

Section IV. Recordkeeping, Trustee/Custodian Services and Fees

- 1) Fair market value of Plan assets as of the Plan's last valuation date: \$52.5 million
- 2) Number of eligible Participants as of the Plan's last valuation date: 918
- 3) Number of Participants with an Account Balance 918
- 4) Payroll and contribution remittance information:

Payroll Employer	Provider for	UltiPro (in-house)
Payroll Provider Contact	Debra Snyder, Advanta Payroll Manager	
Payroll Provider Address	Welsh and McKean Roads, P.O. Box 844	
	Spring House, PA 19477	
Payroll Provider Telephone	(215) 385-3470	
Payroll Provider Fax	(215) 385-3945	

A. Payroll Data Files:

- ☒ A single payroll file will be transmitted to Schwab.
- ☐ Multiple payroll files will be transmitted to Schwab.

Total number of payroll files to be transmitted to Schwab: _____

B. Contributions will be allocated and remitted to Schwab:

- ☐ Monthly (i.e., 12/year) ☒ Biweekly (i.e., 26/year)
- ☐ Semimonthly (i.e., 24/year) ☐ Weekly (i.e., 52/year)
- ☐ Other (Please describe): _____

The Employer or the Employer's payroll provider must consolidate the contribution information for multiple payrolls and/or multiple payroll sites onto one file which can be delivered to Schwab on a diskette or electronic data transmission via the WEB. Such information must conform to the specifications contained in Schwab's Payroll/Census File Specifications Packet. Additional fees will be charged if multiple payroll files are processed or if information is not received in accordance with such specifications. If multiple payroll files are processed, the Employer should complete the information described in item 4 for each separate payroll center.

- 5) Will the plan include Employer Securities?
- 6) Will the plan include any Non-Schwab GIC contracts?

Yes/No

Yes

No

Section IV. Recordkeeping, Trustee/Custodian Services and Fees, continued

- 7) Will the Plan include life insurance policies?

Yes/No*PS-58 costs are not calculated or reported by Schwab. No additional insurance policies may be purchased after effective date of this agreement.*No

- 8) Will any non-standard assets be held by Schwab?

No*Includes any fund outside of Schwab's Mutual Fund Marketplace®, group annuity contracts, non-publicly traded partnership interests, collectibles or any other non-standard assets. Fees applicable to non-standard assets are 0.50%/year with a minimum annual fee of \$1,000 and require advance approval from Schwab—all fees billed to Employer.*

Fees described below are billed quarterly in arrears.

			Fees shall be paid by:		
			<u>Trust</u>	<u>Employer</u>	<u>N/A</u>
a)	Annual Base Recordkeeping Fee:	\$ _____ annually:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Annual Recordkeeping Fees per Participant:	\$ _____ per Participant, annually	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Annual Minimum Recordkeeping Fee: <i>Applies to "a" and "b" above</i>	\$ _____ per year:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Trustee/Custodial Fees Company Stock:	% Company Stock/year:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e)	Trustee/Custodial Fees Non-Schwab GICs: <i>A fee of 1.00% per year with a \$1,000 annual minimum fee will be charged on any Non-Schwab GIC contracts that remain in the Plan after 18 months from the effective date of this Agreement.</i>	% Non-Schwab GICs/year:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f)	Trustee/Custodial Fees Schwab Non-OneSource Funds®: <i>Applies to Schwab Non-OneSource Funds other than assets in PCRA accounts</i>	% Schwab Non-OneSource Funds/year:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Plan Document Services Fees: If a Schwab-produced Prototype or Volume Submitter plan document is being used, fees for elective (non-regulatory) plan amendments, elective (non-regulatory) plan restatements, off-cycle determination letter filings, certain Summary Plan Description customization, plan termination services and other plan document related services shall be billed to the Employer at a rate of \$150 per hour.

Section IV. Recordkeeping, Trustee/Custodian Services and Fees, continued

The fees set forth in this Agreement are based on the assumption that all assets in the Plan (except assets held in Schwab Personal Choice Retirement Accounts, the Loan Fund under the Plan and assets invested in Company Stock, if any) ("Assets") are invested in investment options that pay a total weighted average of 30 basis points (annualized) to Schwab based on the selection of Authorized Funds as provided in Section I of this Agreement as of the effective date of the Agreement. If the actual investment selection for the Plan results in Schwab receiving a total weighted average remuneration that is less than 30 basis points on such Assets, Employer acknowledges that Schwab will assess, in addition to any other amounts included in this Agreement, a basis point fee for services rendered under this Agreement to make up the difference (remuneration received by Schwab from such Assets are applied as a credit against total Plan fees). Schwab will monitor the weighted average and in the event that the total weighted average is less than 30 basis points, Schwab will notify the Employer of the amount of the fee that will be assessed. This fee will be paid by the Employer, unless otherwise directed in writing. The Employer acknowledges and agrees that the compensation paid or credited directly to Schwab Retirement Plan Services, Inc. or The Charles Schwab Trust Company as a result of the investment of Plan assets in each of the Plan's Authorized Funds, as listed in Section I of the Agreement, has previously been provided to it in writing. As further described in Section 8 of the *Terms and Conditions* of this Agreement, entitled "*Fees*", the Employer acknowledges and agrees that all such amounts have been taken into consideration in determining the reasonableness of the amounts payable to Schwab Retirement Plan Services, Inc. or The Charles Schwab Trust Company pursuant to this Agreement, and that the fees for services on behalf of the Plan and Trust would be higher if Schwab Retirement Plan Services, Inc. and/or The Charles Schwab Trust Company did not receive such amounts described above, and hereby accepts and agrees to such compensation.

Note: Any fees described in above items a, b and c that are to be paid from the Trust will be charged pro rata among all Participants with an account balance. "Participant" shall mean any employee, former employee, beneficiary or alternate payee who has an account balance under the Plan (including employees with only rollover accounts who are not yet eligible for other contributions). All other fees described above that are to be paid from the Trust are charged only to the Participants invested in the specific fund for which the fee relates and will be allocated among such Participants' accounts pro rata to the amounts invested by such Participants in the fund.

☒ Special instructions as follows:

The Employer and Schwab hereby agree as follows:

1. At the direction of the Employer, in the event that compensation paid or credited directly to Schwab Retirement Plan Services, Inc. or Charles Schwab Trust Company, a division of Charles Schwab Bank, (defined for purposes of this section as "SRPS/CSTC") as a result of the investment of the Plan's assets in the funds listed in Section I of this Agreement exceeds on a weighted average basis 30 ** basis points during the twelve-month period constituting the Plan Year ("Plan Year"), SRPS/CSTC shall reduce its compensation received as a result of the investment of the Plan's assets in the funds listed in Section I of this Agreement for such periods by 100% of the amount of such compensation in excess of 30 ** basis points ("reduced compensation amount"), not to exceed the Trust expenses incurred during the applicable Plan Year as described in paragraph 2 below.
2. Such reduced compensation amount, if any, shall be remitted to the Trust established under the Plan, to be applied for the sole and exclusive purpose of paying during the Plan Year, such direct, necessary and proper Trust expenses as are incurred during the Plan Year, as directed by the Employer in its sole discretion, including Investment Manager or audit fees. In the event that the reduction in compensation amount exceeds the Trust's annual expenses, the Employer may instruct Schwab to use such excess amount to be allocated on a pro rata basis to Plan Participants. Such amounts allocated to participant accounts will be reported as earnings on the Plan's annual IRS Form 5500 filing. The Employer represents and warrants that the Plan's allocation provisions are not inconsistent with this practice.
3. Schwab shall calculate and remit to the Trust any such reduced compensation amount on a quarterly basis as of the last day of such quarter.
4. The Employer hereby directs Schwab to invest such reduced compensation amount in the Plan's Default Fund. The reduced compensation amount and earnings on such amount as invested in the Default Fund shall be applied for the payment of Trust expenses as described in Paragraph 2 above.

Section IV. Recordkeeping, Trustee/Custodian Services and Fees, continued

The Employer further agrees and acknowledges as follows:

1. It has the sole responsibility and liability for determining whether expenses constitute direct, necessary and proper expenses of the Trust under ERISA, other governing law, and the terms of the Plan and Trust.

For purposes of the above provision, "compensation paid or credited directly to Schwab Retirement Plan Services, Inc. or Charles Schwab Trust Company" shall exclude any income earned on cash float, gains from trade errors and amounts related to uncashed checks, any hard dollar fees, and any participant level charges and commissions, including those associated with the self directed brokerage option ("PCRA").

** A pricing reduction will be implemented at the following tiers:

<u>Total Plan Assets Exceed</u>	<u>Minimum Remuneration Basis Points</u>
\$85,000,000	28 bps
\$100,000,000	26 bps

All Participant distributions include required distribution notices to Participant and IRS Form 1099-R preparation, filing and tax withholding and submission when required.

A. Distribution Fees

- Cash distribution or security transfer to any Schwab accounts: (No charge)
- Any cash or lump sum payments away from Schwab: (No charge)
(Includes in-service withdrawals and withdrawal of after-tax contributions)
- Periodic or recurring distributions away from Schwab
 - Initial periodic/recurring payment setup: (No charge)
- Hardship Withdrawal Fees: (No charge)
- Compliance distributions for discrimination and compliance testing: (No charge)
- Calculation and processing of age 70½ minimum distributions: (No charge)

B. Participant Loan Fees

- Initial loan establishment fee: \$75 per new loan setup
- Annual loan recordkeeping fee: \$0 per Participant, per loan annually

C. Qualified Domestic Relations Order ("QDRO")

- Determination of qualified status and set-up of QDRO: \$1,000 per DRO
(Requires additional authorization)
- Account set-up only: \$100 per QDRO
(Does not include determination of qualified status of DRO under the state or federal laws and/or regulations)

Section IV. Recordkeeping, Trustee/Custodian Services and Fees, continued

Extraordinary services—as defined under Section 7 of the Terms and Conditions Section of this Agreement; Plan termination fee, ERISA audit research in excess of one hour, etc.: \$150 per hour-billed to Employer; Merger and Acquisition services: minimum fee to perform services other than merger-related plan documents: \$8,000 (note: a separate Merger Services Agreement is required); Deconversion services: minimum fee: \$2,500.

Plan and Participant Disbursement Fees and Services fees described above will be billed as described below (*check applicable boxes*):

	<u>Employer</u>	<u>Participant Account</u>	<u>Trust Fund</u>	<u>Waived</u>
A. Distribution Fees				
▪ Terminated Participant Withdrawals:	<input type="checkbox"/>	not permitted	<input type="checkbox"/>	<input checked="" type="checkbox"/>
▪ In-Service Withdrawals:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
▪ Hardship Withdrawals:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
▪ Compliance Distributions:	<input type="checkbox"/>	not permitted	<input type="checkbox"/>	<input checked="" type="checkbox"/>
▪ 70½ minimum distributions:	<input type="checkbox"/>	not permitted	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Participant Loan Fees				
▪ Initial loan establishment fee:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	not permitted	<input type="checkbox"/>
▪ Annual loan recordkeeping fee:	<input type="checkbox"/>	<input type="checkbox"/>	not permitted	<input checked="" type="checkbox"/>
C. Qualified Domestic Relations Order ("QDRO"):				
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ Special instructions as follows:

Section V. Participant Education Services

Schwab shall provide Participant education services in accordance with the terms and conditions described below.

For each calendar year following the initial year of conversion to Schwab, Schwab shall deliver to the Plan an education program ("Education Program") document ("Document") that contains detailed information on educational services to be provided by Schwab for the 12-month period commencing January 1 ("Program Year") and a description of Plan educational goals for such Program Year. This Document will be delivered no later than the last day of the fourth quarter of the year preceding the Program Year. Schwab shall contact the Employer to discuss the contents of the Document following delivery. The Employer may request that Schwab make changes to the proposed Education Program for the Program Year where such changes are consistent with the Plan educational goals described in the Document. A final Document incorporating the Education Program provisions, as agreed to by the Employer and Schwab, will be sent to the Employer by the last day of the first quarter of each Program Year.

The elements of the Education Program will be based upon Plan education priorities and Plan demographic features, which will be determined as of September 30th preceding the applicable Program Year. Education Program objectives that have not been completed as of the last day of the Program Year will be transferred to the following Program Year and will be reflected in the Document for such following Program Year.

Notwithstanding the foregoing, with respect to the initial year of Plan conversion to Schwab, the Employer will receive a Document that will describe the Education Program for such initial year of conversion, including the beginning and ending date of the Education Program for such initial year. With respect to each Program Year following the initial year of Plan conversion to Schwab, the Employer will receive a Document detailing the Education Program to be offered for such Program Year, pursuant to the provisions of paragraphs one and two above.

Section VI. Schwab Personal Choice Retirement Account

- ☒ PCRA option is not to be activated
☐ Activate PCRA option and provide enrollment materials to all eligible Participants

• Annual Participant account fee: Waived

- ☐ Charge account fee to Participant account ☐ Charge account fee to Employer

The annual Participant account fee for any year will be assessed in January of the following year on all accounts with a non-zero balance as of December 31 of year for which the fee is assessed, provided that the annual fee will be charged in its entirety on the date a PCRA is terminated. Normal Schwab brokerage commissions also apply to PCRA accounts. The Employer acknowledges that participants who open PCRA accounts will receive a welcome call from a Schwab registered representative to assist with any questions. Schwab may receive other fees and transaction-based compensation as more fully disclosed in the PCRA Account Application.

By electing to activate the PCRA option, the Employer hereby approves all of the terms and conditions of the PCRA Account Application and the PCRA Account Agreement, including without limitation the terms and conditions set forth in Section 5 of the Account Application. To the extent that CSTC is designated as Directed Trustee for the Plan, the Employer hereby directs and instructs CSTC as Trustee to execute an Account Application on behalf of the Trust, in order to open an individual Schwab brokerage account for each Plan participant.

Section VI. Schwab Personal Choice Retirement Account, continued

PCRA Trading Menu (If PCRA is activated the items below must be completed, otherwise leave blank.)

All PCRA Participant Accounts associated with the Plan have the ability to trade:

Taxable Mutual Funds:	All except those listed below	<input checked="" type="checkbox"/>
	OneSource® Funds /SchwabFunds® only ¹	<input type="checkbox"/>
	None except those listed below	<input type="checkbox"/>
Tax-Exempt Mutual Funds:	All except those listed below	<input checked="" type="checkbox"/>
	OneSource® Funds /SchwabFunds® only ¹	<input type="checkbox"/>
	None except those listed below	<input type="checkbox"/>
Equities:	All except those listed below	<input checked="" type="checkbox"/>
	Listed Only ²	<input type="checkbox"/>
	Listed & NASDAQ market securities only ³	<input type="checkbox"/>
	None except those listed below	<input type="checkbox"/>
Publicly Traded Limited Partnerships⁴:	All except those listed below	<input checked="" type="checkbox"/>
	None except those listed below	<input type="checkbox"/>
Taxable Fixed Income⁵:	All except those listed below	<input checked="" type="checkbox"/>
	None except those listed below	<input type="checkbox"/>
	Treasuries Only	<input type="checkbox"/>
Tax-Exempt Fixed Income:	All except those listed below	<input checked="" type="checkbox"/>
	None except those listed below	<input type="checkbox"/>
Foreign Securities⁶:	All except those listed below	<input checked="" type="checkbox"/>
	None except those listed below	<input type="checkbox"/>
Options⁷:	Yes. Option trading is permitted in PCRA Participant Accounts. Each Participant must complete a <i>Schwab Personal Choice Retirement Account Options Application – Participant</i> to be approved to trade options.	<input checked="" type="checkbox"/>
	No. Option trading is not permitted	<input type="checkbox"/>

¹ Trades in no load funds available through Mutual Fund OneSource® service (including SchwabFunds), as well as certain other funds, are available without transaction fees when placed through the internet or our automated phone channels. For each of these trade orders placed through a broker, a service charge applies. Schwab reserves the right to change the funds we make available without transaction fees and to reinstate fees on any funds. Charles Schwab & Co., Inc., member SIPC, receives remuneration from fund companies participating in the Mutual Fund OneSource® service for recordkeeping and shareholder services and other administrative services. Schwab also may receive remuneration from transaction fee fund companies for certain administrative services. Schwab's short-term redemption fee will be charged on redemptions of funds bought through Schwab's Mutual Fund OneSource® service with no transaction fees. If you pay a transaction fee to purchase a fund, you will pay a transaction fee when you sell it as well.

² Equity trading is limited to securities listed on the New York Stock Exchange (NYSE), American Stock Exchange (AMEX) and other exchanges (excluding the Nasdaq Stock Market, Inc. [Nasdaq] and over-the-counter-[OTC] securities).

³ Equity trading is limited to those securities referenced in footnote 2 above and any Nasdaq national market or small-cap market securities. Securities that are not available to trade include pink sheets and Bulletin Board stock.

⁴ Restricting publicly traded limited partnerships will exclude the purchase of any publicly traded security that reports income via a Form K-1, and as a result could generate Unrelated Business Taxable Income (UBTI). These securities primarily consist of Limited Partnerships and Royalty Trusts.

⁵ Excluding debt securities issued by Charles Schwab & Co., Inc. and its affiliates. These securities are not allowed to be purchased in a PCRA account.

⁶ Restricting foreign securities does not include ADR securities traded on a domestic equity market.

⁷ Options trading is limited to writing covered calls and buying protective puts.

Listed securities are listed on NYSE, AMEX and other domestic exchanges; each such domestic exchange is referred to herein as "Applicable Exchange." A Participant will never be restricted from selling a position if the Plan changes the trading menu.

TRADING RESTRICTIONS WITHIN PCRA		
FUND/SECURITY DESCRIPTION	CUSIP	SYMBOL
If company is publicly traded, most companies will restrict the trading of employer stock inside PCRA. Please note, Schwab cannot monitor PCRA Accounts for insider trading.		

Section VI. Schwab Personal Choice Retirement Account, continued

The following restrictions will automatically be coded on all PCRA's:

- No trading on margin or "trade away" trades.
- No deposits or withdrawals by participants will be allowed into or out of PCRA's.
- No investments in collectibles, currencies, precious metals, real estate, private placements, futures, commodities, margin accounts, index and equity options, short sales or Schwab corporate debentures/collateralized debt obligations.

PCRA Information:

Do you want to receive duplicate statements and/or trade confirmations for all PCRA's related to this Plan?

☐

Yes

☐

No

If yes, please indicate information requested and the address to which this information should be sent below:

☐

Statements

☐

Confirmations

Name: _____

Address: _____

City/State/Zip: _____

☐

Special instructions for PCRA Accounts:

ACKNOWLEDGMENT, DIRECTION AND EXECUTION

Notice

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by certified mail, postage prepaid, addressed as follows:

Schwab: The Charles Schwab Trust Company
215 Fremont Street, 6th Floor
San Francisco, CA 94105

Employer:	Advanta Corp.
	Attn: Betsy Batter, Director, Compensation & Benefits
	Welsh and McKean Roads
	Spring House, PA 19477

If any party gives written notice of a change in address, thereafter notice to that party shall be given to the new address.

Authorized Person(s)

In accordance with the provisions of the Plan and Trust and this Agreement, Schwab is authorized to act on written, oral or electronic instructions as authorized by any of the individuals listed in Appendix A to this Agreement. The Authorized Person(s) can be changed by the Employer at any time by sending Schwab a new Appendix A containing the names and signatures of new Authorized Person(s).

Entire Agreement

This Agreement, together with the Terms And Conditions, Plan, Trust and/or Custodial Agreement, Investment Management agreement(s) and any other agreements related to any Authorized Fund of this Plan, contains the entire understanding between the parties and supersedes any prior or contemporaneous written or oral agreement between them. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement may not be changed orally, but only by an agreement, in writing, signed by all parties.

By signing this Agreement, we hereby acknowledge having received, read and understood and agree to be bound by all provisions of the Terms And Conditions which, as above stated, shall become part of this Agreement.

SCHWAB RETIREMENT PLAN SERVICES,
INC.

Signature

Name

Title

Date

EMPLOYER

Signature

Name

Title

Date

Schwab Retirement Plan Services, Inc. provides recordkeeping and related services with respect to retirement plans. The Charles Schwab Trust Company, a California state-chartered, non-depository trust company, provides trust and custody services with respect to retirement plans. Charles Schwab & Co., Inc. (member SIPC) is a registered broker/dealer, offering the Schwab Personal Choice Retirement Account® (PCRA), as well as other brokerage and custody services to its customers. These entities are affiliates of each other and are wholly owned subsidiaries of The Charles Schwab Corporation. (04/06)

The Schwab Defined Contribution Plan Services Agreement Terms and Conditions

RECITALS

The Employer and Schwab want to clearly enumerate those duties that belong to the Employer and those that belong to Schwab.

Employer understands and acknowledges that Schwab is responsible for providing only those services specifically described and provided for in this Agreement and consistent with the terms of the applicable Plan and Trust.

Schwab will perform the services described in this Agreement in accordance with the provisions of the Employee Retirement Income Security Act ("ERISA") of 1974, as amended, but shall not be considered the Plan Administrator or Employer under the Plan, within the meaning of ERISA Section 3(16). Further, The Charles Schwab Trust Company ("CSTC"), an affiliate of Schwab, is a directed, nondiscretionary Trustee or Custodian of the Plan. Employer understands and acknowledges that one or more affiliates of Schwab may perform some or all of the services described in this Agreement on behalf of Schwab. All references to Schwab herein shall be deemed to include all affiliates of Schwab. Employer and Plan Administrator, as the named fiduciaries, and not Schwab, are responsible for all administrative duties incident to the maintenance of the aforementioned Plan.

Employer acknowledges and agrees that Schwab has no discretionary authority over the above-named retirement Plan or discretionary authority over the administration of Plan assets. Schwab will, from time to time, execute various transactions involving the Plan and Trust fund only after receiving the appropriate direction from the Employer, Plan Participants, Investment Manager, named representative(s) or other properly identified fiduciary(ies).

Schwab, its officers, employees and affiliates will not furnish any legal or tax accounting advice, and will direct any such questions either directly to, or through the Employer, to said Employer's legal counsel, auditors or other advisors or representatives. The Employer will bear all responsibility to direct any such questions and concerns to Employer's legal counsel or other advisors; and all costs incurred with respect to any work required of such advisors shall be the sole responsibility of the Employer.

Each person who executes the Services Agreement has the authority to act on behalf of the Employer or Schwab, as applicable.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

The Employer authorizes the investment choices as outlined in Section I of the Services Agreement. Further, the Employer acknowledges that the Employer is the investment fiduciary of the Plan and is solely responsible for the selection and the periodic review of the Authorized Funds that are available to Plan Participants, unless such authority has been delegated to an Investment Manager who acknowledges in writing to the Employer acceptance of a fiduciary status with respect to the Plan. Employer acknowledges and understands that all Fund selections are subject to availability at the time contributions are received by Schwab, and that Funds can close to new investors without warning. The Employer hereby acknowledges the following with respect to any investment funds sponsored by Schwab that are being made available for investment by Plan Participants (the "Selected Schwab Funds"):

1. The Employer has been provided with and has read the most recent prospectus for each Selected Schwab Fund.
2. The Employer has approved and directed the Plan to make available the Selected Schwab Funds for investment by Plan Participants.

Schwab is, upon notification to the Employer, authorized to disclose upon request to sponsors of registered investment companies whose shares are held in the Trust Account: (1) the Employer's and/or the Investment Manager's name and address and (2) holdings of the Trust Account of securities issued by the requesting company.

Terms and Conditions, continued

INVESTMENT MANAGER FEES (applicable only if an Investment Manager is named in Section I of the Services Agreement):

- ✓ Fees described in this Agreement do not include any fees charged by the named Investment Manager.
- ✓ Schwab must receive advance written Employer authorization for each IM invoice that is to be processed by Schwab.
- ✓ Schwab will mail a check to the IM promptly following the sale of applicable Plan assets.
- ✓ The Employer assumes full responsibility for the approval of any IM fees that are to be paid from Plan assets by The Charles Schwab Trust Company ("CSTC"). Without limiting the generality of Section 6, *Limitation of Liability and Indemnification*, the Employer, by executing this Agreement, shall indemnify, release and hold Schwab harmless, in Schwab's capacity as a recordkeeper, directed Trustee or Custodian, from any liability that may arise from the payment of IM fees from Plan assets provided that Schwab otherwise complies with the terms of this Agreement regarding such payments.

Plan Conversion Services related to Plan Documents include:

- ✓ Plan design assistance with up to five hours of consultation with the Employer's advisors or representatives.
- ✓ Availability of the Charles Schwab Defined Contribution Prototype Adoption Agreement (Standardized or Non-Standardized) and/or Volume Submitter Document and/or of Trust documents.
- ✓ Assistance in completing a draft of the Charles Schwab Defined Contribution Plan Prototype Adoption Agreement and/or Volume Submitter Document.
- ✓ Preparation of one master Summary Plan Description per Plan if Schwab-generated draft of plan document is used.
- ✓ Implementation Planning teleconference or on-site meeting.
- ✓ Master administrative forms.
- ✓ Assistance in Employer submission of Schwab Prototype Plan document or Volume Submitter-Plan document to the IRS to secure a Favorable Determination Letter. Schwab's assistance in the Determination Letter application process is limited to the approximate two-year window within the six-year remedial amendment cycle that the Internal Revenue Service announces for employers that adopt pre-approved defined contribution plans to adopt and submit determination letter applications in accordance with Revenue Procedure 2005-66 (aka, "on-cycle filings"). Schwab will not be responsible for assistance in submission of determination letter applications for off-cycle filings.
- ✓ Use of Sample Documentation including:
 - Sample Resolutions
 - Pre-Enrollment meeting communication and announcement materials regarding Plan enhancements
 - Transition Letter to prior recordkeeper/trustee with summary of responsibilities regarding conversion Plan

The Employer will be responsible for reviewing and executing either a Standardized or Non-Standardized Adoption Agreement, or Volume Submitter Plan and/or Directed Employee Benefits Trust Agreements. The Charles Schwab Trust Company, as sponsor of Basic Plan Document 01, is responsible for updating and amending the underlying prototype Plan documents.

If the Non-Standardized Adoption Agreement or Volume Submitter document is used, the Employer may rely on any advisory or opinion letter from the National Office of the Internal Revenue Service as evidence that the Plan, as adopted by Employer, is qualified under Section 401 of the Internal Revenue Code ("IRC") only to the extent provided in Revenue Procedure 2005-16. To the extent that the Employer does not have reliance on the advisory or opinion letter, or to the extent that the Employer may not rely on the advisory or opinion letter with respect to the requirements of IRC 401(a)(4), 401(a)(26), 401(l), 410(b) or 414(s), then the Employer is responsible for filing a request with the appropriate Internal Revenue Service office to obtain an individual determination letter for its Plan. In that case and provided a Schwab-drafted document is used in connection with this Plan, Schwab will, as requested by the Employer, assist the Employer with respect to the Employer's filing of an application with the IRS to obtain a favorable determination letter for the Employer's Plan in

accordance with the "on-cycle filing" restrictions mentioned above. The Employer is responsible for all IRS filing fees associated with the submission of the Plan.

Terms and Conditions, continued

If the Standardized Adoption Agreement is used, the Employer may rely on the Opinion Letter issued by the IRS to the Plan as evidence that the Plan is qualified under Section 401 of the Internal Revenue Code to the extent provided in Revenue Procedure 2005-16. If the Employer has ever maintained or adopts any plan in addition to this Plan, the Employer may not rely on the Opinion letter as evidence that the Plan is qualified with respect to the requirements of sections 415 and 416.

The provisions of the Adoption Agreements contain additional detail with respect to reliance on the applicable Opinion Letter.

Plan Conversion Services include:

- ✓ Development of written Plan conversion timeline, strategy and method
- ✓ Conversion Planning teleconference call or meeting
- ✓ Weekly conversion status update calls with the Employer
- ✓ Communication with prior recordkeeper/trustee
- ✓ Establishment of Participant and Plan-level database
- ✓ Establishment of Participant account records based on reconciled data provided by Employer
- ✓ Transfer of assets to Schwab
- ✓ Post-conversion conference with Client Service Representative and Quality Assurance Survey

An Employer that converts an existing plan to the Schwab Defined Contribution Plan will be subject to a conversion period to facilitate the movement and establishment of Participant records and Plan assets from the prior recordkeeper and trustee/custodian to Schwab. The Employer will be responsible for ensuring that the prior recordkeeper or the Employer provides Schwab with fully reconciled Participant account balances and all other information needed by Schwab to administer the Plan, including without limitation historical cost basis for any assets transferred to Schwab in-kind.

The conversion period will begin on the Plan conversion effective date specified in Section II of the Services Agreement and will end on the date the conversion process is completed and approved by Schwab and the Employer. Participants will not have access to the VRS and WEB during the conversion period, and consequently Participants will not be permitted to effect withdrawals, initiate loans, investment exchanges, or to redirect the investment of future contributions during the conversion period. Schwab will periodically advise the Employer with respect to the status of the conversion as well as the expected length of the conversion period.

The Employer acknowledges that length of the conversion period will depend upon a number of factors, including the limitations and cooperation of the prior recordkeeper and trustee/custodian, payroll provider, the Employer's advisors and the Employer. While Schwab will work diligently to complete the conversion process as expeditiously as possible, Schwab cannot guarantee that the transition period will end as of the specified date or that any specific period of time will be required to complete the Plan conversion.

Under Schwab's Fund Mapping Conversion Method, present Plan assets will be liquidated prior to the Plan conversion effective date of this Agreement specified in Section II and wired to Schwab on the effective date of this Agreement. The Employer shall direct the liquidation of the present investment choices in sufficient time to permit assets to be wired to Schwab on the effective conversion date following the final valuation date of the prior recordkeeper/trustee, and a prompt transfer to investment choices under the Plan that match, as nearly as possible, the prior investment's risk and return characteristics, as determined by the Employer or the Employer's Investment Manager ("Equivalent Fund Choice"). Schwab will invest proceeds from the liquidation of the prior trust fund into the mapped fund choices, so long as the prior recordkeeper and trustee/custodian delivers to Schwab both the liquidation proceeds prior to 1:30 p.m. EST (11:30 a.m. EST if the Plan is not using Same Day exchange funds) on the day such liquidation proceeds are received by Schwab and such complete and accurate information concerning fund liquidation as is needed by Schwab in order for Schwab to complete the fund mapping investment process ("Information") prior to 12:00 noon EST (11:30 a.m. EST if the Plan is not using Same Day exchange funds) on the day such liquidation proceeds and Information are received by Schwab. If Schwab receives prior trust fund liquidation proceeds but does not receive the required Information by 12:00 noon EST (11:30 a.m. EST if the Plan is not using Same Day exchange funds), the Employer hereby authorizes Schwab to invest such liquidation proceeds in a Schwab money market fund until the prior trustee/recordkeeper/custodian delivers such required Information: provided,

however, such liquidation proceeds will only be so invested in a Schwab money market fund on the day such proceeds are received by Schwab if received before the close of the Applicable Exchange on such day.

Terms and Conditions, continued

Schwab shall have no responsibility to invest any unidentified or unsolicited wires from the prior recordkeeper until such time as such wires can be identified and reconciled by Schwab.

All processing times for the investment of proceeds from the liquidation of the prior trust fund shall be subject to immediate adjustment should the Applicable Exchange suspend or modify its normal times of operation.

Existing fund balances will remain invested in the Equivalent Fund Choice throughout the conversion process.

Participants' initial investment directions under the Fund Mapping Conversion Method will be applied exclusively to new contributions. Plans electing to retain existing investment choices available prior to the Plan conversion may do so with advance approval from Schwab, in which event existing fund balances will remain invested in the Equivalent Fund Choice throughout the conversion process. A Participant will have the option of realigning the investment of the existing account balances following the completion of the conversion at the time Schwab's Voice Response System ("VRS") and WEB sites are activated.

For any funds requested to be transferred in-kind to Schwab, the Employer must submit to Schwab no later than 60 days prior to the Plan conversion date the Plan's complete asset-holding statements and accompanying Participant recordkeeping reports for such assets. Schwab will notify the Employer of any funds that will not be accepted. Any funds transferred in-kind must be accompanied by the funds' historical cost basis from the prior trustee. In the event that historical cost basis is not provided or otherwise is not available to Schwab, Schwab will record the fund's market value as of the date of the transfer to Schwab as the historical cost until such time as the actual historical cost is provided to Schwab. Schwab will notify the Employer as to any transferred fund for which historical cost was not provided. Employer acknowledges that the historical cost basis of any assets transferred in kind to Schwab has not been calculated by Schwab, and that Schwab shall not be responsible for any inaccuracies in the calculation of the historical cost basis of such assets; and without limiting the generality of Section 6, *Limitation of Liability and Indemnification*, Employer shall indemnify, release and hold Schwab harmless from any liability that may result to any third parties, including the Plan and Plan Participants, on account of any inaccuracies in the calculation of historical cost basis provided to Schwab. Schwab shall have no liability to the Plan, the Employer or any Participants for any gains/losses, or expenses, inclusive of any opportunity costs/gains that may occur (or could have occurred) while the Plan is in the conversion period and invested as specified in Section II of the Services Agreement, except in the event of Schwab's negligence or willful misconduct.

All data required for conversion must be supplied to Schwab from the Employer and from the Employer's prior recordkeeper, trustee, custodian and/or other agent and/or designee, in an electronic file format acceptable to Schwab. Employer acknowledges and agrees that Schwab is not responsible or liable for such data, for any inaccuracies in recordkeeping by Schwab that arise due to inaccurate or incomplete data supplied to Schwab, for the determination of whether data is inaccurate or incomplete, or for any losses, expenses, and/or delays in conversion that arise due to the submission of incorrect or incomplete data to Schwab or due to data transmitted to Schwab in an unacceptable format. In the event that inaccurate or incomplete data is so provided to Schwab, the Employer shall direct Schwab with respect to the manner in which to proceed, and Schwab shall be entitled to rely upon such direction. Without limiting the generality of Section 6, *Limitation of Liability and Indemnification*, Employer shall indemnify, release and hold Schwab harmless from any liability that may result to Schwab or to third parties, including the Plan and Plan Participants and Beneficiaries, on account of any such inaccurate or incomplete data and from Schwab's reliance on Employer direction with respect to the manner in which to proceed with respect to such inaccurate or incomplete data. In the event that data supplied to Schwab is not in an electronic file format acceptable to Schwab or Schwab is informed that such data is inaccurate or incomplete, Schwab reserves the right to delay the conversion date and/or to charge additional conversion fees on notice to the Employer.

Terms and Conditions, continued

Recordkeeping and Trustee/Custodian Services Include:

- ✓ Processing of contribution and employee census data on the requested remittance cycle from the Employer, or the Employer's payroll provider, in accordance with Schwab's Payroll/Census File Specifications Packet
- ✓ Daily recordkeeping update of Participant account and fund balances for daily valuation investment choices
- ✓ Daily processing of Participant-directed investment instructions
- ✓ Maintenance of participant records
- ✓ Preparation and delivery of quarterly Participant statements within 15 calendar days after quarter end
- ✓ Preparation and delivery of quarterly Employer management report summary and quarterly trust statement
- ✓ Non-discretionary trustee or Plan custodian services
- ✓ Access to Schwab's Voice Response System ("VRS") with service representative opt out from the VRS and access to the www.schwabplan.com WEB site
- ✓ Assistance in preparation of drafts of the Charles Schwab Defined Contribution Plan Prototype Documents and/or Volume Submitter Plan and/or of Directed Employee Benefit Trust documents
- ✓ Investment Consulting Service: non-discretionary consulting service under which Schwab will provide information and tools ("Information and Tools") to assist Employer in selecting and monitoring investment options to be offered under the Plan. Employer acknowledges and agrees that (1) Employer is solely responsible for selecting and monitoring investment options offered under the Plan, (2) Schwab Retirement Plan Services, Inc. is not an investment adviser nor is registered as such and (3) the Investment Consulting Service does not constitute the rendering of investment advice or the exercise of discretionary authority or control with respect to Plan assets by Schwab. Employer further acknowledges and agrees that Schwab will not and does not make recommendations as to the advisability of any particular investment options under the Investment Consulting Service, and that, apart from any factual or empirical information provided hereunder (none of which shall constitute investment advice), the services rendered hereunder will not constitute or be relied upon by the Employer as the principal or primary basis for Employer investment decisions.
- ✓ Schwab is not a fiduciary to the Plan and moreover, agrees not to exercise any discretionary authority, responsibility or control in regard to the management of the Plan, the management or disposition of the Plan's assets, or the administration of the Plan that would cause it to be a fiduciary. If serving as a directed trustee, The Charles Schwab Trust Company will be a limited fiduciary with respect to its service as a directed, nondiscretionary trustee of the Plan pursuant to the Trust Agreement. In the event the Plan has one of CSTC's Collective Trust Funds CSTC will be a fiduciary of the Plan as defined by ERISA 3(21) to the extent that it has discretion and control over the management over the Collective Trust Fund.

Services per Plan Year Include:

- ✓ Preparation of IRS Form 5500 and related schedules. If any Plan assets are held under a separate (non-Schwab) trust, Schwab will be unable to provide a signature-ready IRS Form 5500 until the plan year following the year in which all Plan assets were transferred to Schwab.
- ✓ Preparation of ERISA Audit Kit and up to one hour of consultation with the accountant that performs the plan audit of the IRS Form 5500
- ✓ Preparation of one interim IRC 401(k)/IRC 401(m) discrimination test—exclusive to this Plan
- ✓ Preparation of one year-end IRC 401(k)/IRC 401(m) discrimination test—exclusive to this Plan
- ✓ Preparation of one year-end review of Participant contributions for IRC 402(g) limit—exclusive to this Plan
- ✓ Preparation of one year-end review of Participant contributions for IRC 415(c)(1) limit—exclusive to this Plan
§415 testing is limited exclusively to this Plan; additional §415 testing is generally required if the Employer maintains or has maintained other tax-qualified retirement Plans.
- ✓ Notification to Plan Participants who are required to receive minimum 70½ distributions, if required
- ✓ Preparation of one year-end review of coverage requirements under IRC 410(b)—exclusive to this Plan

Terms and Conditions, continued

§410 coverage testing is limited exclusively to ratio percentage testing for this Plan; additional §410 coverage testing may be required if Employer maintains other tax-qualified retirement plans or if the Employer belongs to a controlled or affiliated group of related companies. The Employer is responsible for determining and identifying any Controlled Group or Affiliated Service Group or Related Employer Status.

- ✓ Preparation of one year-end review of Plan top-heavy status under IRC 416—exclusive to this Plan
§416 top-heavy testing is limited exclusively to this Plan; additional §416 top-heavy testing may be required if Employer maintains or has maintained other tax-qualified retirement Plans.
- ✓ Preparation of one annual year-end compliance test with respect to catch-up contributions—exclusive to this Plan.

All services provided by Schwab pursuant to the Services Agreement are based upon information provided to Schwab by the Employer. Schwab shall have no liability or responsibility for inaccurate results due to any incorrect or incomplete information provided by the Employer or the Employer's payroll provider or other representatives or advisors of the Employer and without limiting the generality of Section 6, *Limitation of Liability and Indemnification*, Employer shall indemnify, release and hold Schwab harmless from any liability attributable to any such inaccurate results. In order to assure the timely return of any excess 401(k) deferrals, employee contributions or matching contributions, employee census data and a completed Schwab discrimination testing questionnaire must be received by Schwab no later than 45 days after Plan year end. Census data and discrimination testing questionnaire shall be provided to the Employer within 15 days after the Plan year end. In the event that Schwab does not receive census data and/or the Schwab discrimination testing questionnaire within 45 days after the Plan year end, Schwab shall not be responsible for any late filing fees or excise taxes that may be imposed by the Internal Revenue Service or Department of Labor on account of any late filings.

Following the completion of any Internal Revenue Code compliance test, additional fees will be charged at Schwab's standard hourly rates for Extraordinary services, should reruns of tests or reviews be required due to errors or omissions in previously provided data or if the Employer requests additional testing or analysis of data, additional teleconferences and/or meetings.

The compliance tests described above are limited to the Plan(s) described in the Services Agreement. If the Employer currently maintains any other qualified retirement plans or has maintained other qualified retirement plans that may now be terminated or inactive, additional compliance testing services may be required. The Employer is solely responsible for identifying any additional compliance tests that may be necessary. Schwab may be engaged by the Employer to provide additional Non-Standard Compliance testing services as defined in the Services Agreement.

Fees For Non-Standard or Related Compliance Services

Based on the Employer's unique facts, circumstances and Plan provisions, the following Non-Standard Internal Revenue Code Compliance Tests or Related Services *may* be requested or required and are subject to additional fees. Unless otherwise authorized in writing by the Employer, Schwab shall not perform any Non-Standard Compliance Testing or Related Services. Accordingly, Schwab strongly urges the Employer to review the need for such Non-Standard Compliance Testing or Related Services with its tax and/or legal counsel.

- IRC Section 414(s) Compensation Discrimination Testing (applies if a Non-IRS Safe-Harbor Definition of Compensation is selected)
Annual fee range if Schwab is requested to complete the Section 414(s) test *\$3,000 - \$5000*
- IRC Section 410(b) Average Benefits Testing (may apply if a significant number of Participants do not benefit under the Plan)
Annual fee range if Schwab is requested to complete the Section 410 Average Benefits test *\$3,000 - \$5000*
- IRC Section 401(a)(4) Nondiscrimination Testing other than standard ADP and ACP testing may be required if any highly compensated Participant is allocated a higher rate of Employer Contributions than other Participants or benefits under any other Plan benefit, right or feature that is not uniformly available to all Participants. The minimum annual fee below will also be charged if the Plan provides for separate contribution or allocation formulas among separate classifications of Plan Participants.

Terms and Conditions, continued

Annual fee range if Schwab is requested to complete the Section 401(a)(4) test

\$3,000 - \$5000

- Section 415(c) Limitation Testing applies if the Employer presently maintains or previously maintained other Qualified Plans, even if such Qualified Plans have been terminated. Such tests coordinate and measure the overall contributions and/or benefits Participants may legally earn among all Qualified Plans of the Employer.

Annual fee range if Schwab is requested to complete the Section 415(c) test

\$3,000 - \$5000

- Complex Section 410(b) Ratio Percentage Coverage Testing may apply if the Employer maintains other Qualified Plans not recordkept by Schwab; and/or the Employer belongs to a controlled or affiliated group of related companies. Such tests coordinate and measure the overall coverage requirements that the Employer must satisfy among all Qualified Plans of the Employer. In either such case, the Employer is responsible for providing all necessary information with respect thereto, and Schwab shall have no liability or responsibility with respect to such information or with respect to any consequences resulting from the provision of incorrect information in this regard. Without limiting the generality of Section 6, *Limitation of Liability and Indemnification*, Employer shall indemnify, release and hold Schwab harmless from any liability with respect to any such information.

Annual fee range if Schwab is requested to complete the Section 410(b) test

\$3,000 - \$5000

- Employer Contribution Calculations & Allocations - The Employer may request that Schwab complete employer contribution calculations and allocations based on provisions outlined within the plan document. Employer contribution calculations may include but are not limited to salary ratio calculations, integrated calculations, age-weighted calculations, tiered or group based allocations, employer matching calculations, qualified non-elective or matching contributions. In completing employer calculations and allocations, Schwab is responsible for ensuring the contribution allocation complies with the plan document and meets the regulatory requirements outlined under Code Sections 410(b), 415(c), and 401(a)(17).

Minimum hourly fee for Employer Contribution Calculation and Allocation

\$150 per hour

* Based on Schwab's review of the existing testing, Schwab anticipates completing the 401(a)(4) Nondiscrimination testing and the 410(b) Average Benefits testing where the fee range is \$3000 - \$5000. This range is based on projecting 20-35 hours to complete.

Additional fees, at a rate of \$150 per hour, would apply if other tests were requested to be completed by Schwab (i.e. 414(s), 415(c), etc.) or if plan re-design work exceeds 35 hours. Any additional fees would be proposed to, discussed with, and approved by Advanta Corp. prior to engaging in any additional work.

1. Reliance on Employer-Provided Information ("Data")

All payroll and census data must be supplied to Schwab from the Employer, or the Employer's payroll provider, in accordance with the SRPS Payroll/Census File Specifications Packet. Any additional data supplied to Schwab by the Employer or the Employer's payroll provider(s), auditor(s), legal counsel or other representative(s) shall be provided either in writing or in an electronic/magnetic format media acceptable to Schwab. Schwab will consider all such information to have been reviewed and certified as correct by Employer. Schwab will not be responsible for any losses and/or expenses that arise due to the submission of incorrect or incomplete Data, or Data transmitted to Schwab in an improper format and without limiting the generality of Section 6, *Limitation of Liability and Indemnification*, Employer shall indemnify, release and hold Schwab harmless from any liability with respect to any such Data. If the Data supplied proves to be incorrect, Employer will pay Schwab based upon Schwab's standard hourly rates for the costs of all work that must be corrected.

Schwab is authorized to rely and act upon instructions received by Schwab from the telephone, or facsimile transmission device that Schwab believes, in good faith, to be given by authorized individuals. Schwab is also authorized to rely and act

Terms and Conditions, continued

upon instructions transmitted electronically through an Employer data entry system or any other similar electronic instruction system approved by Schwab, including without limitation Participant-initiated and participant-directed account transactions.

2. *Contributions*

Employer will be responsible for computing Employee and/or Employer contributions for eligible Participants. Contribution information must be received by Schwab in a medium acceptable to Schwab as specified in the Schwab Payroll/Census File Specifications Packet, which shall include only the following: diskette or electronic data transmission via the WEB. The Employer must consolidate the contribution information for multiple payrolls and/or multiple payroll sites onto one diskette or electronic data transmission via the WEB before transmitting it to Schwab. Schwab will consider all such contribution information to have been reviewed and certified as correct by Employer. Schwab will not be responsible for any losses and/or expenses that arise due to the submission of incorrect or incomplete contribution information, or contribution information transmitted to Schwab in an improper format and without limiting the generality of Section 6, *Limitation of*

Liability and Indemnification, Employer shall indemnify, release and hold Schwab harmless from any liability with respect to any such contribution information. If the contribution information supplied proves to be incorrect, Employer will pay Schwab based upon Schwab's standard hourly rates for the costs of all work that must be corrected. The Employer shall remit contributions to CSTC exclusively by wire transfer or similar electronic funds transfer method after receiving notification from Schwab to wire or transfer the funds.

If all investment funds authorized by the Employer in this Agreement constitute Same Day Exchange Funds, the Plan's contributions received in proper order as outlined in this Agreement by 4:00 p.m. ET, will be processed effective with that business day's closing price for such Same Day Exchange Funds. Contributions received after 4:00 p.m. ET will be processed effective with the next business day's closing prices. Same Day Exchange funds are defined as those funds available under the Schwab Defined Contribution Plan which provide for same day settlement of purchase and sales orders when such orders are received by Schwab in good order under prescribed trading windows or schedules.

For plans utilizing Schwab's Same Day Exchange Funds and Share Accounting for Employer Stock, contributions received in proper order by 12:00 noon ET will be processed effective with that business day's closing price for such Same Day Exchange Funds, except for Employer Stock which will be processed that day with the bid price subject to the market. Contributions received at or after 12:00 noon ET but prior to 4:00 p.m. ET will be processed effective with that business day's closing price for such Same Day Exchange Funds, except for Employer Stock which will be processed the next business day with the bid price subject to the market. Contributions received at or after 4:00 p.m. ET will be processed effective with the next business day's closing prices, except for Employer Stock which will be processed the next day with the bid price subject to the market.

For plans not eligible for same day exchange service, contributions received in proper order prior to 12:00 noon ET, will be invested on the same business day. Contributions received in proper order at or after 12:00 noon ET will be processed on the next business day.

All contribution processing times shall be subject to immediate adjustment should the Applicable Exchange suspend or modify its normal times of operation.

Schwab shall have no responsibility to invest any unidentified or unsolicited contributions until such contributions can be identified and reconciled by Schwab.

3. *Withdrawals and Loans*

Any withdrawal or loan request will be processed on request, contingent on Schwab's receipt of authorized instructions, which may be in the form of either a blanket authorization in a form acceptable to Schwab or an individual Employer authorization for each participant withdrawal or loan. Schwab will process all withdrawals and loans and mail any checks, or, in lieu of a check, electronic funds transfer ("EFT"), to Plan Participants or to other parties as designated by the Employer. Withdrawals and loans will be processed within three business days following the receipt of complete and properly executed data in the required media or on forms approved by Schwab.

4. *Participant Loans*

Unless otherwise agreed to in this Agreement or inapplicable due to the use of Enhanced Loan Processing (ELP), Schwab, serving as either the Trustee or Custodian, shall hold and maintain in safekeeping any Participant promissory notes and/or

Terms and Conditions, continued

related loan documents provided to it by the Plan Administrator, and Schwab will reflect such loans as repaid on its recordkeeping system at such time as such loans are repaid in full or it is otherwise notified by the Trustee. Schwab will not be responsible for any liability, losses and/or expenses that arise due to the failure of the Plan Administrator to furnish accurate Participant promissory notes and/or related loan documents and without limiting the generality of Section 6, *Limitation of Liability and Indemnification*, Employer shall indemnify, release and hold Schwab harmless from any liability with respect to any such failure. Enhanced Loan Processing (ELP) represents Schwab's automated loan processing service, which allows Participants to request loans through Schwab's Voice Response System or Web site based on the parameters of the Plan's loan policy.

The Employer or Plan Administrator will provide authorization to Schwab, in a form acceptable to Schwab, for any trust disbursements that represent new Participant loans. The Employer or Plan Administrator shall be responsible for the timely remittance of any Participant loan repayments to Schwab.

The Trustee will treat a loan as deemed only after being advised to do so by the Plan Administrator consistent with applicable regulations. In the event a scheduled loan payment is not made when due, the Plan Administrator may allow a grace period not extending beyond the period of time specified under such regulations.

5. ***Schwab Defined Contribution Plan Web Site ("WEB"), Voice Response System ("VRS") and Participant Call Center Participant Directed Investment Fund Transfers, Contribution and Investment Transactions***

Subject to the terms of the Plan, each Participant is permitted to instruct Schwab as to the investment of his or her account balance (including future contributions) among the Plan's Authorized Funds through the use of Schwab's VRS, WEB or service representative. The Employer hereby authorizes Schwab to act upon such VRS, WEB or service representative instructions without challenge to the validity of such directions provided that Schwab's standard VRS, WEB or service representative access and security controls were in effect at the time of the receipt of such VRS, WEB or service representative instructions. All existing and continuing Participant investment requests must be initiated through the VRS, WEB or service representative according to the terms of the Plan and this Agreement, with the sole exception of Participants who file an initial investment request in writing on forms approved by Schwab.

Participant directed investment fund transfer orders for same day exchange service eligible plans (defined previously herein) received in good order via the VRS, WEB, or service representative, prior to 4:00 p.m. ET, shall be effective and shall receive that business day's closing prices for both the "buy" and the "sell" order.

Investment fund transfers for plans utilizing Schwab's same day exchange service for mutual funds and share accounting for employer stock received prior to 4:00 p.m. ET, shall have the following trade executions:

- i) Sell Mutual Fund – Buy Mutual Fund: Both sale and buy receive that business day's closing prices.
- ii) Sell Mutual Fund – Buy Stock: Fund sale receives that business day's closing price. Stock buy is executed on second business day with ask price subject to the market.
- iii) Sell Stock – Buy Mutual Fund: Stock sale executed on second business day with bid price subject to the market. Fund buy receives fourth business day's closing price.

Investment fund transfers for plans not eligible for same day exchange service must be received prior to 11:30 a.m. ET in order to receive that business day's closing price on the sale segment of the fund transfer. The proceeds resulting from the sale shall be invested effective with the next business day's closing fund price.

Plans eligible for same day exchange service that also offer Schwab's Personal Choice Retirement Account feature ("PCRA") shall have until 4:00 p.m. ET to place buy or sell orders for non-mutual fund security positions exclusively within the Participant's PCRA. PCRA mutual fund trade orders must be placed by 3:00 p.m. ET in order to be effective with that business day's closing prices. Transfers of cash positions from PCRA to the Plan's selected fund choices may be made up to 4:00 p.m. ET for plans eligible for same day exchange service.

For plans not eligible for same day exchange service that also offer Schwab's Personal Choice Retirement Account feature ("PCRA"), the following trading cutoff times shall apply:

- | | |
|--|---|
| i) Security orders (non-mutual funds within PCRA): | 4:00 p.m. ET for security buy and sell orders |
| ii) Mutual funds within PCRA: | 3:00 p.m. ET to be processed that day |
| iii) Transfers into PCRA: | 11:30 a.m. ET to be processed that day |

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- iv) Transfers from PCRA to Plan's core mutual funds: 11:30 a.m. ET to be processed that day

All processing times shall be subject to immediate adjustment should the Applicable Exchange suspend or modify its normal times of operation. Schwab reserves the right to adjust the trade cutoff times upon notice to the Employer without the requirement to further amend this Agreement.

Notwithstanding the foregoing, Employer acknowledges the following: (1) certain mutual fund companies may reject for same business day trading certain large dollar trades, regardless of the time such trades are submitted, and Schwab shall not be responsible in the event any such trades are rejected by a mutual fund company; (2) certain mutual fund companies may extend the settlement period for trading of one or more mutual funds beyond a single business day, and may completely reject for same business day trading any trades of one or more mutual funds, and Schwab shall not be responsible for any trades that fail to be invested by a certain date or time on account of any such policies of a mutual fund company; and (3) the terms and conditions of a mutual fund company's prospectus shall supersede anything set forth in this Agreement regarding the timing for settlement of trades.

The VRS and/or WEB generally allows Participants and/or the Employer access to Schwab 24 hours per day, 7 days a week, excluding certain times during the year when the VRS and/or WEB is off-line for software upgrades or for other routine system maintenance. Access to the VRS and WEB may also be limited during periods of peak demand. All telephone conversations with service representatives will be recorded, and Employer hereby consents to such recordings. Services available from the VRS and/or WEB may be upgraded from time to time and may be limited subject to choices made by the Employer and the Plan provisions.

Access to the VRS and/or WEB requires a Participant to provide the VRS or WEB and/or Participant services representative with the Participant's Social Security Number or Alternate ID and Personal Identification Number (PIN). Schwab will allow access of Participant PIN and account balance data only to authorized persons identified by the Employer and reported to Schwab. Upon proper documentation and notice to the Employer, an individual who becomes a beneficiary in accordance with the Plan document due to the death of the Participant shall have access to the deceased Participant's account. Schwab may establish a separate account for the Beneficiary in such an event.

Schwab will accept address changes for Participants following verification of the Participant's identity in accordance with Schwab's procedures, which Employer hereby agrees is reasonable.

5A. *Employer Securities*

The Employer agrees that the Employer shall be solely responsible for the following determinations, and that Schwab shall have no responsibility for determining, whether: (1) Employer Securities constitute an appropriate and prudent Plan investment option under applicable law; (2) any Plan restrictions or limitations on the transfer, sale or liquidation of Employer Securities are permissible under applicable law; (3) the Employer Securities are exempt from registration under the federal Securities Act of 1933, as amended, ("1933 Act"), and/or are exempt from registration or qualification under the applicable state law and any other applicable blue sky law, or in the alternative, that the Employer Securities have been so registered and/or qualified in compliance with all applicable legal requirements.

The Employer agrees that the Employer, and not Schwab, shall have the sole responsibility to (and sole liability for any failure to) (1) make all disclosures, and file and deliver all reports (including without limitation Forms 11-K, 13-D, 13-G, Forms 4 and 5 and Form S-8), statements, prospectuses (whether as part of the Plan's Summary Plan Description or otherwise) and any other information that may be required by applicable law, rule or regulation, (2) monitor all Employer Securities transactions as may be required in order to comply with applicable law with respect to such Employer Securities and (3) comply with the insider trading provisions of Sections 306(a) and 403 of H.R. 3763 (Pub.L.No. 107-204), the Sarbanes-Oxley Act of 2002. Employer agrees that Schwab shall have no liability to any Participant or Beneficiary, or to the Employer, for carrying out any instructions relating to the acquisition or disposition of Employer Securities, regardless of whether those instructions subject such person or the Employer to any liability. The Employer represents and warrants that it shall not permit contributions or investments in "Employer Securities" under the Plan within the meaning of section 407 of ERISA, if such contributions or investments would be prohibited by ERISA, federal or state securities law, or other applicable law, rule or regulation.

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Without limiting the generality of Section 6, *Limitation of Liability and Indemnification*, the Employer hereby agrees to indemnify, release and hold Schwab harmless from any liability that may result to Schwab, including any liability to the Plan or to Plan Participants and Beneficiaries, that is attributable to the breach of the above provisions by the Employer with respect to Employer Securities.

The above Employer Securities provisions shall survive the termination of this Agreement.

6. *Limitation of Liability and Indemnification*

Schwab's obligations under this Agreement shall be limited to providing the services requested in writing by the Employer as contained herein. Neither Schwab nor its affiliates, officers, employees and agents shall have any liability whatsoever for the payment of any damages, interest, taxes, fines or penalties that arise out of or are in connection with any acts or omissions of a Plan Trustee (other than CSTC), plan sponsor, fiduciary, administrator, or party-in-interest (other than CSTC) of the Plan. Schwab shall not be liable for any losses incurred by the Plan or a Participant for indirect, general, special or consequential damages arising out of any breach of this Agreement by the Employer of its obligations hereunder.

The Employer acknowledges that certain participants and beneficiaries must be provided by the Plan Administrator with prior notice of certain blackout periods pursuant to the requirements of Section 306 of the Sarbanes-Oxley Act of 2002, H.R. 3763 (Pub. L.No. 107-24) and Section 101 of ERISA. The Employer assumes full responsibility (and full liability for failure) to comply with the provisions described in the preceding sentence, and acknowledges that Schwab shall have no responsibility for such compliance. The Employer and the Plan Administrator shall indemnify, release and hold Schwab harmless from any liability (including without limitation any penalties, taxes and/or sanctions) that may result to Schwab with respect to the failure to satisfy the requirements of such provisions.

Schwab shall have no responsibility for any acts or omissions with respect to the Plan that occurred, arise under or relate to periods prior to the date of this Agreement or after its termination, shall have no liability for any losses attributable to or resulting from such acts or omissions, and without limiting the generality of paragraph 6 of this Section 6, Employer hereby agrees to indemnify, release and hold Schwab harmless from any liability that may result to Schwab, including any liability to the Plan or to Plan Participants and Beneficiaries, regardless of when imposed, that is attributable to or results from such acts or omissions, other than any losses attributable to or which result from acts or omissions of Schwab in connection with the transfer of records upon termination of this Agreement.

Schwab shall not be liable for any loss resulting from a cause over which Schwab does not have direct control, including without limitation any failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems or unauthorized access, provided that the failure or unauthorized access is not directly caused by Schwab's negligence or willful misconduct.

Schwab shall not be liable for the accuracy, completeness, timeliness or correct sequencing of information obtained from generally accepted sources external to Schwab that in turn are used to create the values reported via the VRS or WEB and in statements and reports. Employer acknowledges that there may be delays, omissions or inaccuracies in the transmission of such information, and Employer agrees that Schwab shall have no liability for any decision made or action taken in reliance upon such information.

In no event will Schwab be liable to the Employer, the Plan, Plan Participants or any other party for any consequential, incidental, special or indirect damages (including, but not limited to, lost profits, trading losses and other damages) that may result directly or indirectly from inconvenience, delay or loss of the VRS or WEB. Schwab shall maintain appropriate back-

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up mechanisms, such as the Schwab Participant Call Center, which will be available on any business day, 7:00 AM ET to 11:00 PM ET, in the event of an inconvenience, delay, or loss of the VRS or WEB.

As additional consideration for the acceptance by each party hereto of the terms of this Agreement, each party hereto (the "Indemnifying Party") agrees to indemnify and hold harmless the other party hereto (the "Indemnified Party") and the Indemnified Party's partners, officers, directors, employees, agents and affiliates from and against any and all loss, liabilities, demands, claims, actions, and expenses (including, without limitation, any attorney fees and taxes) arising out of, or in connection with, any breach of the Indemnifying Party's responsibilities under this Agreement that are found to constitute negligence or willful misconduct. In particular, the Employer agrees that, in the event the Employer requests Schwab to issue a replacement distribution check to a Participant for whom a check has been previously issued, or, in lieu of a check, a replacement electronic funds transfer to a Participant for whom an electronic funds transfer has previously been made, the Employer will indemnify and hold Schwab harmless from any loss that may result to Schwab from complying with such request, including without limitation any liability that may result to Schwab from any payment on the initial check or electronic funds transfer to a holder in due course. For purposes of this section, "affiliate" shall mean any member of a controlled group of corporations or a group of trades or businesses under common control, within the meaning of Internal Revenue Code Sections 414(b) and (c), of which an Indemnified Party is a member. The provisions of this section shall survive termination of this Agreement for a period of three years from the date of termination of this Agreement and shall be binding on the parties' successors and assigns.

7. Additional Extraordinary Services

Any additional services requested by the Employer, including without limitation services such as regulatory review, revision or amendment of Plan provisions not due to required regulatory changes, termination of the Plan and accompanying de-conversion changes, recomputation of Plan information due to changes/errors in employer-supplied data, analysis of Plan design alternatives, assistance in connection with IRS and/or DOL audits, Plan mergers/spin-offs and consultations with the Employer's legal counsel, auditors or other representatives will be billed on an hourly basis at Schwab's standard hourly rates described in Section IV of this Agreement and shall be paid by Employer pursuant to the terms of this Agreement.

8. Fees

Fees for Schwab's services shall be initially determined in accordance with the Fees outlined in this Agreement. Based on the services outlined in this Services Agreement, Schwab guarantees such rates for two Plan years commencing with the first Plan year in which this Agreement is effective. However, if the services provided hereunder significantly change or differ from those outlined, or if Schwab is required to make manual adjustments to census or payroll data to perform those services, Schwab may charge an additional fee, following a thorough review with the Employer. In addition, Employer acknowledges that Schwab has calculated the fees set forth in this Agreement based on the assumption that the Plan will be operated in a manner consistent with the design described to Schwab, including issues such as the number of participants, amount of assets, selected fund lineup and the total number of payrolls per month/year. Should Schwab's assumptions of Plan design upon which these fees are based prove to be in error, or should there be any change in selected fund lineup or material change in the Plan design, number of participants, amount of assets, etc., the Employer agrees that Schwab may adjust its fees in an appropriate manner.

The fees for all services hereunder shall be payable by the Trust to the extent permitted under the Plan and Trust documents, and to the extent not so permitted under the Plan and Trust documents shall be payable by the Employer; provided that, to the extent fees are payable by the Trust, the Employer may, at its option, pay such fees. Based on the services outlined in this Services Agreement, following the two-year period described above, Schwab reserves the right to modify the aforementioned fees for future services at any time by notifying the Employer in writing at least sixty (60) days prior to the effective date of the modification.

Employer acknowledges and agrees that, in addition to the fees outlined in this Agreement, Schwab receives remuneration from registered investment companies available through Schwab's Mutual Fund Marketplace® and/or their affiliates for the recordkeeping, shareholder services, and/or other administrative services (the "Shareholder Services") it provides to Schwab customers who are fund shareholders; such remuneration may include maintenance, networking and marketing fees in addition to Shareholder Services fees. Such remuneration is calculated based on the aggregate net asset value of certain shares held in Schwab's customers' accounts and the calculation of the amount of such remuneration is subject to change from time to time and may be paid, in whole or part, from a 12b-1 plan. Schwab may also receive certain compensation for serving as investment advisor, administrator, underwriter, transfer agent, shareholder servicing agent, and/or broker of record

Terms and Conditions, continued

with respect to (i) affiliated funds, including The Charles Schwab Family of Funds ("SchwabFunds®"), and other mutual funds made available through Charles Schwab Investment Management, Inc. ("Laudus Funds") and U.S. Trust Company, N.A. ("Excelsior Funds"), and (ii) collective trust funds sponsored by and made available through CSTC. The exact amount of the fees will vary depending on the mix of assets selected. Moreover, The Charles Schwab Trust Company ("CSTC") shall also be entitled to receive, as compensation for services provided to the Trust, the following: (i) any credit, interest or other earnings on aggregate cash balances (collectively "float") that CSTC has on deposit with any third party bank or other financial institution in respect of the Trust either (A) with respect to funds awaiting investment or reinvestment, or (B) with respect to funds pending distribution from the Trust. The circumstances under which Float shall be payable to CSTC and the methods used to calculate the Float shall be determined in accordance with CSTC's Disclosure of Income Earned on Cash Float, as communicated to the Employer from time to time, a current copy of which is attached hereto as Exhibit 1, incorporated herein and made a part of this Agreement as amended from time to time; (ii) the amount of any gains that may result from the correction of trade errors, as set forth in more detail in Schwab's Trade Error Policy, as communicated to the Employer from time to time, a current copy of which is attached hereto as Exhibit 2, incorporated herein and made a part of this Agreement as amended from time to time; and (iii) the amount of distributions from the Trust in the form of checks of \$50 or less that remain uncashed for more than 180 days; provided that CSTC shall be obligated to repay such amounts under subsection (iii) hereunder to the Trust in the event that the recipient of a check subsequently presents the check for payment, or is otherwise located and claims the amount of such distribution. Schwab will receive brokerage commissions and transaction fees in connection with PCRA accounts established under the Plan, as described in Section VI of this Agreement, Schwab Personal Choice Retirement Account™ ("PCRA"). Apart from and in addition to such brokerage commissions and

transaction fees in connection with such PCRA accounts, brokerage commissions are charged for transactions with respect to equity securities and Employer Stock where such Plan assets are not held in PCRA accounts. Such brokerage commissions with respect to transactions in Employer Stock are: (1) in the amount of \$0.04 per share, subject to a minimum charge of \$20.00 per trade, where the Employer Stock is not held in a unitized stock fund under the Plan and share accounting is performed and (2) in the amount of \$0.0325 per share where Employer Stock is held in a unitized stock fund under the Plan. A separate commission charge is imposed for transactions in equity securities and Employer Stock which are penny stocks. Information with respect to penny stock transactions, including the specific commission rate charged, is available upon request by the Employer to the Client Services Manager. Employer acknowledges and agrees that all remuneration described in this paragraph is payable to Schwab and CSTC, that all such amounts have been taken into consideration in determining the reasonableness of the amounts payable to Schwab pursuant to this Agreement, and that Schwab's fees for services on behalf of the Plan and Trust would be higher if Schwab did not receive such amounts described above.

9. *Payment of Fees*

Payment of all Schwab billings is due within thirty (30) days of the billing date. If payment of the aforementioned fees is not received by Schwab within sixty (60) days of mailing of Schwab's quarterly invoice and to the extent permitted by law, Schwab is authorized to deduct such unpaid fees from the Trust fund. Unless allocable to the accounts of particular Participants per the terms of this Agreement, such fees shall be charged against the respective accounts of all Participants in such reasonable manner as the Trustee may determine.

If this Agreement is executed by the Employer effective after the first day of a Plan year, Employer agrees to pay Schwab a prorated amount of the annualized per-Participant and asset-based fees identified in Section IV of this Agreement applicable to the number of Plan quarters (rounded up to the highest number of quarters) during which Schwab provides any services pursuant to this Agreement. Base fees and/or annual minimum fees described in Section IV are subject to proration.

If this Agreement is terminated by the Employer during a Plan year, the Employer agrees to pay Schwab a prorated amount (rounded up to the next quarter) of the per-Participant and asset-based fees illustrated in Section IV of this Agreement applicable to the portion of the Plan year that this Agreement remains in effect. Base fees and/or annual minimum fees described in Section IV are not subject to proration.

As directed by this Agreement, payment of Plan service fees may be made from Plan assets at the direction of the Employer (subject to the terms and conditions of the Plan). A copy of this executed Agreement will constitute the Employer's written authorization permitting the direct payment of such fees by the Trustee or Custodian to Schwab. The Employer shall advise Schwab through this Agreement of any fees to be paid from Plan assets. Schwab will provide the Employer and the

Terms and Conditions, continued

Trustee/Custodian simultaneously a report on a quarterly basis showing the quarterly fees, assets on which fees are calculated and the basis and method on which the fees were calculated.

Certain transaction-based fees described in Section IV of this Agreement may be assessed to the accounts of Participants engaging in such transactions, subject to approval of the Employer. Payment of these charges, as outlined below, will not require additional written authorization from the Employer. Schwab will apply the fee directly to the individual Participant's account and shall be authorized to direct a sale of investment fund shares necessary to generate the amount of the applicable fee if liquid funds are not available in the Participant's account.

The Employer authorizes Schwab to make withdrawal of fees on a quarterly basis from applicable accounts of Participants who are engaged in Plan loans, subject to the terms of Plan, loan agreements and of the loan administration charge stated in this Agreement.

10. Controversies

Any dispute under this Agreement will be resolved by submission of the issue to a member of the American Arbitration Association who is chosen by the Employer and Schwab. If the Employer and Schwab cannot agree on such a choice, each will nominate a member of the American Arbitration Association, and the two nominees will then select an arbitrator. Expenses of the arbitration will be paid as described by the arbitrator. Notwithstanding anything to the contrary in this Agreement, arbitration will not be used to settle disputes between a participant or beneficiary and any of the Employer or Schwab, or the Administrator, except to the extent that arbitration of disputes is provided for in a separate agreement and then only to the extent that such arbitration is permitted under law. Any arbitration proceeding under this Agreement will occur in the Commonwealth of Pennsylvania.

11. Amendment, Renewal and Termination of the Schwab Defined Contribution Plan Services Agreement

The Agreement may be amended only in a writing signed by both parties hereto. The Employer represents that it has full power and authority to enter into the Services Agreement and that all authorizations required for its execution, delivery and performance have been obtained pursuant to its corporate bylaws or other appropriate governing documents. This Agreement will continue in effect and be automatically renewed yearly unless terminated earlier by the Employer or Schwab by appropriate written notice at least sixty (60) days prior to the expiration of any Plan Year or earlier as permitted under this Agreement. Schwab may bill or charge fees up to and including the last day of the billing period in which the effective date of the termination of this Agreement occurs.

This Agreement may be terminated at any time by either party upon giving the other party sixty (60) days written notice by certified mail or at any time upon mutual and written agreement of the parties. Upon termination, Schwab shall have 90 days to transfer account records in accordance with the written instructions of the Employer. Upon receipt of notice that the Employer desires to terminate this Agreement, Schwab will cooperate with the Employer to accomplish the termination of this Agreement and the transfer of account records by the termination date designated by the Employer; provided, however, Schwab reserves the right to delay the transfer of account records in the event the Employer does not provide Schwab documents reasonably requested by Schwab in connection with the termination of this Agreement or the Plan trust or custodian agreement.

Reasonable costs related to termination, including without limitation the costs of generating termination-related reports and accountings, shall be billed as additional services at Schwab's standard \$150 hourly (minimum \$2,500) rate and shall be paid by the Employer pursuant to the terms of this Agreement. Schwab shall have no responsibility to release any records, Plan data, electronic files or other information to the Employer or the Employer's representatives until Schwab has received payment in full for any reasonable expenses associated with generating reports and accounting as specified above.

This Agreement may be canceled by the Employer without penalty within five (5) business days after this Agreement is entered into by the Employer.

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12. *Consent to Marketing Materials*

Employer acknowledges and agrees that Schwab Retirement Plan Services, Inc. ("SRPS") and its affiliates, subsidiaries of The Charles Schwab Corporation such as Charles Schwab & Co., Inc. (collectively "Affiliates"), may provide information about financial and retirement products and services offered by SRPS and its Affiliates (i) in mailings to Plan Participants and employees not currently participating in the Plan, which mailings may be separate or included together with Plan statements or other Plan related communications, or (ii) by telephone, electronic mail or other means of communication with Plan Participants and employees. Employer hereby authorizes SRPS and its Affiliates to share Plan Participant, employee and Plan information. On behalf of Employer, SRPS will notify each Plan Participant and employee in writing or by electronic means that he or she may decline to permit SRPS and its Affiliates to share information about such Plan Participant or employee. Each Plan Participant and employee will be afforded not less than sixty (60) days from the date of such notice to notify SRPS, on behalf of Employer, that he or she declines to permit SRPS and its Affiliates to share information about such Participant and employee. This provision shall supersede any confidentiality provision of this Agreement, to the extent that such confidentiality provision would preclude the sharing of information under this provision.

Schwab is, upon notification to, and consent of, the Employer, authorized to publicly release the Employer's name, Plan name, Plan assets, and number of Plan participants in press releases, corporate communications, and other marketing materials.

The Employer agrees that Schwab has the right to review and approve prior to use any materials that the Employer or its representative develops for dissemination to Plan Participants that contain Schwab's name, or the name of any of its affiliates.

Schwab will use and disclose information regarding Plan participants to entities under than SRPS only in accordance with its Privacy Notice attached hereto as Exhibit 3.

13. *Waiver*

No waiver of any breach of this Agreement shall constitute a waiver of any other breach, whether of the same or any other terms, covenants and conditions of this Agreement, shall not constitute a waiver of any preceding breach, nor shall any delay or omission of either party's exercise of any right arising from any default affect or impair the party's rights as to the same or future default.

14. *Severability*

If any provision of this Agreement shall be held to be or shall become invalid or unenforceable in certain circumstances, the validity and enforceability of the remaining provisions, or of such provision in any other circumstances, shall not in any way be affected or impaired.

15. *Successors and Assigns*

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. However, this Agreement shall not be assigned to any other party without the other party's written consent.

16. *Applicable Law*

This Agreement shall be governed by and construed under the laws of the State of New York except to the extent such laws are superseded by Section 514 of ERISA, in which event federal law shall govern. This Agreement shall be effective for the Plan Year that is included with either the effective date or Plan conversion effective date described in the language preceding Section I or in Section II.

Appendix A
Signatures of Authorized Person(s)

Plan Name: Advanta Corporation Employee Savings Plan

In accordance with the provisions of the Plan and Trust and this Agreement, Schwab is authorized to act on written, oral, or electronic instructions as authorized by any of the individuals listed below.

SIGNED:

Name Paul C. Jeffers

Title VP HR

Print Name Paul C. Jeffers

Date 9/17/08

SIGNED:

Name Betsy Battor

Title Advanta Corp Benefits

Print Name Betsy Battor

Date 9-22-2008

SIGNED:

Name Teresa C. Armstead

Title Benefits Program Mgr

Print Name TERESA C. ARMSTEAD

Date 9/22/08

SIGNED:

Name _____

Title _____

Print Name _____

Date _____

SIGNED:

Name _____

Title _____

Print Name _____

Date _____

SIGNED:

Name _____

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